


Please type a plus sign (+) inside this box → 

PTO/SB/01 (10-00)  
Approved for use through 10/31/2002. OMB 0651-0032

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

<b>DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)</b>  <input checked="" type="checkbox"/> Declaration Submitted with Initial Filing      OR <input type="checkbox"/> Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)	<b>Attorney Docket Number</b>	9370a
	<b>First Named Inventor</b>	Scott Duncan
	<b>COMPLETE IF KNOWN</b>	
	<b>Application Number</b>	/
	<b>Filing Date</b>	
	<b>Group Art Unit</b>	
	<b>Examiner Name</b>	

**As a below named inventor, I hereby declare that:**

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

TEAR-OUT COUPLING

*(Title of the Invention)*

the specification of which

☒ is attached hereto

OR

☐ was filed on (MM/DD/YYYY)  as United States Application Number or PCT International Application Number  and was amended on (MM/DD/YYYY)  (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date (MM/DD/YYYY)

☐ Additional provisional application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

[Page 1 of 2]

Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Please type a plus sign (+) inside this box → ☐

PTO/SB/01 (10-00)  
Approved for use through 10/31/2002. OMB 0651-0032

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

## DECLARATION — Utility or Design Patent Application

Direct all correspondence to: <input checked="" type="checkbox"/> Customer Number or Bar Code Label		21905		OR <input type="checkbox"/> Correspondence address below	
Name <span style="float: right;">JOHN J. CONNORS</span>					
Address <span style="float: right;">1600 DOVE STREET</span>					
Address <span style="float: right;">SUITE 220</span>					
City <span style="float: right;">NEWPORT BEACH</span>		State <span style="float: right;">CA</span>		ZIP <span style="float: right;">92660</span>	
Country		Telephone <span style="float: right;">(949) 833-3622</span>		Fax <span style="float: right;">(949) 833-0885</span>	
<p>I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.</p>					
NAME OF SOLE OR FIRST INVENTOR :		<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle [if any]) <span style="float: right;">Scott</span>		Family Name or Surname <span style="float: right;">Duncan</span>			
Inventor's Signature				Date	
Residence: City		State		Country	
Citizenship					
Mailing Address					
Mailing Address					
City		State		ZIP	
Country					
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle [if any])		Family Name or Surname			
Inventor's Signature				Date	
Residence: City		State		Country	
Citizenship					
Mailing Address					
Mailing Address					
City		State		ZIP	
Country					
<input type="checkbox"/> Additional inventors are being named on the ____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.					

## POWER OF ATTORNEY

Assignee, MCP Industries, Inc., hereby appoints John J. Connors to prosecute this patent application entitled **TEAR-OUT COUPLING** (Docket No. 9370a), including the power to appoint, substitute, and terminate associate attorneys, and to transact all business in the United States Patent and Trademark Office in connection therewith. John J. Connors is a member of the Bar of the State of California, Patent Office Attorney Registration No. 24,157, whose address and telephone number is Connors & Associates, Inc. 1600 Dove Street, Suite 220, Newport Beach, CA 92660-2427, Telephone 949-833-3622, Facsimile 949-833-0885.

Dated : \_\_\_\_\_

ASSIGNEE: MCP Industries, Inc.

By: \_\_\_\_\_  
Chris Vansell, TITLE

Please send all correspondence to the attention of:

**John J. Connors**  
**Connors & Associates, Inc.**  
**1600 Dove Street, Suite 220**  
**Newport Beach, CA 92660-2427**  
**Telephone (949) 833-3622**  
**Facsimile (949) 833-0885**



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

OCTOBER 02, 2002

CONNORS & ASSOCIATES, INC.  
JOHN J. CONNORS  
1600 DOVE STREET #220  
NEWPORT BEACH, C.A. 92660

PTAS

COPY



\*102178273A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/30/2002

REEL/FRAME: 013140/0603  
NUMBER OF PAGES: 11

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DUNCAN, SCOTT

DOC DATE: 05/10/2001

ASSIGNEE:

MCP INDUSTRIES, INC.  
P.O. BOX 2349  
CORONA, CALIFORNIA 91719

9368 SERIAL NUMBER: 09991328  
PATENT NUMBER:

FILING DATE: 11/13/2001  
ISSUE DATE:

9370 SERIAL NUMBER: 09992806  
PATENT NUMBER:

FILING DATE: 11/13/2001  
ISSUE DATE:

9371 SERIAL NUMBER: 09765758  
PATENT NUMBER:

FILING DATE: 01/19/2001  
ISSUE DATE:

9369 SERIAL NUMBER: 09991155  
PATENT NUMBER:

FILING DATE: 11/13/2001  
ISSUE DATE:

CONNORS & ASSOC.  
OCT 06 2002

013140/0603 PAGE 2

SERIAL NUMBER:

PATENT NUMBER:

9371.1 PCT NUMBER: US0201419

FILING DATE:

ISSUE DATE:

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



08-05-2002



102178273

Form PTO-1356  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Scott Duncan

7/30/02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 10, 2001

2. Name and address of receiving party(ies)

Name: MCP Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2349

City: Corona State: CA Zip: 91719

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/991,328 09/765,758  
09/992,806 09/991,155  
PCT/US02,01419

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John J. Connors

Internal Address: Connors & Associates, Inc.

Street Address: 1600 Dove Street #220

City: Newport Beach State: CA Zip: 92660

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John J. Connors

Name of Person Signing

Signature

July 10, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

08/02/2002 AAHMED1 00000120 09991328

01 FC:581

200.00 0P

## ASSIGNMENT OF INVENTION

**WHEREAS, Scott Duncan**, an individual whose address is 3515 Plantain Court, Santa Rosa, CA 95403, herein Assignor, has invented certain new and useful inventions in A Tear Out Removable Barrier Used To Test Plumbing Systems and molds used in making such barriers (herein Inventions) described in (a) the United States and PCT Patent Applications identified in and attached as **Exhibit A** and (b) United States patent application Serial No. 10/014,288, entitled Improved Tear-Out Coupling, filed November 9, 2001, the entire right, title and interest in which has been assigned to the Assignor by Precision Brass Services Inc., a copy of the assignments attached as **Exhibit B** (2 pages) ;

**AND WHEREAS**, MCP Industries, Inc., a Corporation organized under the laws of the State of California, herein Assignee, whose address is Mission Rubber Company, a division of MCP Industries, Inc., P.O. Box 2349, Corona, CA 91719, desires acquiring Assignor's entire right, title and interest in, to and under the said Inventions and any patent and patent application thereon and all rights thereunder;

**NOW, THEREFORE**, in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor, has

(1) sold, assigned, transferred, set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Inventions, except for the interest in the patent applications, including

\$D.



THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT : MCP Industries, Inc.

SERIAL NOS. : 09/991,328, 09/991,155, 09/992,806,  
09/765,768, PCT/US02/01419

CUSTOMER NO. : 21905

DOCKET NOS. : 9368, 9369, 9370, 9371, 9371.1

RECORDATION OF ASSIGNMENTS & POWERS OF ATTORNEY

July 22, 2002

Honorable Commissioner of Patents and Trademarks  
Washington, D. C. 20231

Sir:

Enclosed is Recordation Form Cover Sheet-Patents Only, signed Assignment of  
Inventions and Powers of Attorney for the five above-identified applications

Also enclosed is our Check No. 190 in the amount of \$200.00 to cover the five  
Recordation of Assignment fees for these applications.

Respectfully submitted,

John J. Connors, Reg. No. 24,157  
1600 Dove Street, Suite 220  
Newport Beach, CA 92660-2427  
Telephone: (949) 833-3622  
Facsimile: (949) 833-0885





**CERTIFICATE OF MAILING** For Serial Nos. 09/991,328, 09/991,155, 09/992,806, 09/765,768, PCT/US02/01419

I hereby certify that this correspondence is being mailed with the United States Postal Service as First Class Mail, the correct postage paid, in an envelope addressed to: U. S. Commissioner of Patents and Trademarks, Washington, D. C. 20231.

By: Beth Ellison Date: July 22, 2002  
Beth Ellison

**AUTHORIZATION TO CHARGE/CREDIT DEPOSIT ACCOUNT**

The commissioner is hereby authorized to charge payment of any additional fees associated with this communication or credit any overpayment to Deposit Account No. 03-2830.

By: Beth Ellison Date: July 22, 2002  
Beth Ellison

U. S. patent application Serial No. 09/765,758, assigned to Max Homami by Assignor under the assignment identified in and attached as **Exhibit C**, and

(2) all rights in any country to any patent and patent applications thereon, including, but not limited to, any and all causes of action based thereon and any and all claims, both past and future, to damages, royalty, or any other compensation, and any patent applications based on the utility applications and the priority rights thereto pursuant to the International Convention for the Protection of Industrial Property, including the right to filed in Assignee's name an international patent application under the Patent Cooperation Treaty, and to all divisions, renewals, and continuations and the like of any patent applications thereon, and all extensions, renewals and reissues and the like of any patent thereon; and hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue the patents on the aforesaid applications to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**AND THE ASSIGNOR HEREBY warrants**

(1) that the patent applications identified in the Exhibits A, B, and C constitute all the inventions he has conceived as of the date of he signed this assignment relating to A Tear Out Removable Barrier Used To Test Plumbing Systems,

(2) that in all the United States and PCT patent applications identified in the Exhibits A, B, and C he is the sole inventor of the Inventions disclosed in these United States and PCT patent applications and that all these the United States and PCT patent applications are still pending and have not been abandoned,

(3) that he has the full right to convey the interest herein assigned, and that, except for the assignment identified in and attached as **Exhibit C**, he has not executed, and will not execute, any agreement in conflict herewith, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest, and that he has not licensed anyone under the Inventions or said patent applications or patents, and

(4) that he is the owner of the entire right title and interest in any molds used in making the Inventions, including a mold located at the facilities of Polyneer Engineered Polymeric Products in New Bedford, Massachusetts.

**THE ASSIGNOR HEREBY** has sold, assigned, transferred, set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the molds used in making the Inventions, including the mold located at the facilities of Polyneer Engineered Polymeric Products in New Bedford, Massachusetts.

**AND THE ASSIGNOR HEREBY** further agrees to communicate to the said Assignee, its successors, legal representatives and assigns, any facts known respecting said Inventions, including copies of any office actions relating to the patent applications assigned hereby and copies of attorney files, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications and the like, make all rightful oaths or declarations, and generally do everything reasonable to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Inventions in all countries.

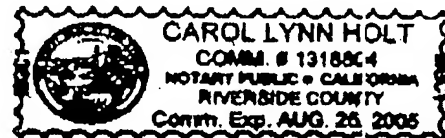
IN TESTIMONY WHEREOF, the Assignor hereunto sets his hand and seal  
this 29 day of May, 2002.

BY *Scott Duncan*  
Scott Duncan

State of *California*  
County of *Riverside*

This 29 day of May, 2002, before me personally came the above named  
Scott Duncan, to me personally known as the individual who executed the  
foregoing assignment and who acknowledged to me that he executed the  
foregoing assignment of their own free will for the purpose therein set forth.

*Carol Lynn Holt*  
Notary Public



## **EXHIBIT A**

<b><u>TITLE</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>FILING DATE</u></b>
Tear-Out Coupling	09/765,758	January 19, 2001
Tear-Out Coupling I	09/991,328	November 13, 2001
Tear-Out Coupling II	09/991,155	November 13, 2001
Tear-Out Coupling III	09/992,806	November 13, 2001
Tear-Out Coupling (PCT)	PCT/US02/01419	
Based on US Serial No. 09/765, 758		

**EXHIBIT B**  
**Page 1**

PATENT  
ATTORNEY DOCKET NO. 520.02

ASSIGNMENT

WHEREAS, PRECISION BRASS SERVICES, hereinafter referred to as "ASSIGNOR", is the owner of certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: IMPROVED TEAR-OUT COUPLING

Date of Execution: 5-29-02 Filing Date: November 9, 2001 Serial No: 10/014,288

WHEREAS, SCOTT DUNCAN, hereinafter referred to as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in and to said invention and application and in any Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all right, title and interest in and to the said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term of any such Letters Patent.

Assignor further agrees that he will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below.

Date: 5-29-02

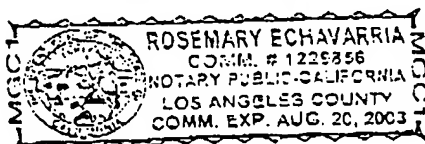
By: [Signature]  
PRECISION BRASS SERVICES

STATE OF Cal. Form 10  
COUNTY OF San Bernardino

On this 29<sup>th</sup> day of May in the year of 2002, before me, the undersigned notary public, personally appeared the above-named assignor, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public



**EXHIBIT B**  
**page 2**

**EXHIBIT C- ASSIGNMENT OF INVENTION**

WHEREAS, Precision Brass Services, Inc., a corporation organized under the laws of California, herein Assignor, is the owner of the entire right, title and interest in a certain new and useful invention (herein Invention) in described in the United States Application entitled Improved tear-Out Coupling, filed on Filed November 9, 2002, Serial No. 10/014,288.

AND WHEREAS, Scott Duncan, herein Assignee, an individual whose address is 3515 Plantain Court, Santa Rosa, CA 95403, desires acquiring the entire right, title and interest in, to and under the said Invention and any patent and patent application thereon, including any shop rights of the Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor, has sold, assigned, transferred, set over, and by these presents do sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Invention, including any shop rights therein, and all rights in any country to any patent and patent application thereto, including, but not limited to, any and all causes of action based thereon and any and all claims, both past and future, to damages, royalty, or any other compensation, and any utility patent application based on any provisional application, and the priority rights thereto pursuant to the International Convention for the Protection of Industrial Property, including the right to file in Assignee's name an international patent application under the Patent Co-operation Treaty, and to all divisions, renewals, and continuations and the like of any patent application thereon, and all extensions, renewals and reissues and the like of any patent thereon; and hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue the patents on the aforesaid applications to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY warrants that it has the full right to convey the interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest, and that it has not licensed anyone under the Invention or said patent applications.

AND THE ASSIGNOR HEREBY further agrees that it will without further charge, but at Assignee's expense, to communicate to the said Assignee, its successors, legal representatives and assigns, any facts known respecting said Invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications and the like, make all rightful oaths or declarations, and generally do everything reasonable to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, the Assignor hereunto set his or her hand and seal this 29 day of May, 2002.

BY [Signature]

Title [Signature]

Precision Brass Services, Inc.

State of \_\_\_\_\_

County of \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2002, before me personally came the above named \_\_\_\_\_ to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that the said person executed the same of his or her own free will for the purpose therein set forth.

\_\_\_\_\_  
 Notary Public

**EXHIBIT C****ASSIGNMENT**

WHEREAS, I, Scott E. Duncan, hereinafter referred to as "ASSIGNOR", have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: TEAR-OUT RUBBER COUPLING

Date of Execution: May 10, 2001 Filing Date: January 19, 2001

Serial No.: 09/765,758

WHEREAS, Scott E. Duncan and Max Homami, hereinafter referred to as "ASSIGNEES", are desirous of acquiring the entire right, title and interest in the said invention and application and in any Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignees, and Assignees' successors and assigns, all right, title and interest in and to the said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignees as fully and exclusively as it would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term of any such Letters Patent. This Assignment supercedes any and all assignments, if any, previously made, either orally or in writing.

Assignor further agrees that he will, without charge to said Assignees, but at Assignees' expense, cooperate with Assignees in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignees lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignees, or Assignees' successors and assigns.



05 MAY 01 03:41PM 080766

AT HOME C REELING

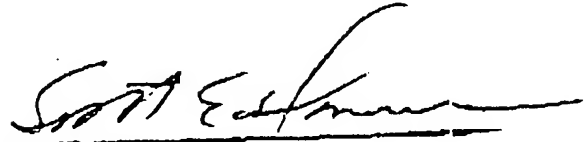
03

T-824 P.006/008 F-08

10-May-2001 16:12 From-

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below.

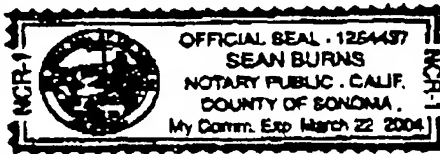
Dated: 5/10/01

  
SCOTT E. DUNCAN

12252021 1

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**State of CaliforniaCounty of SonomaOn May 10, 2001 before me, Sean Burns, Notary Publicpersonally appeared Scott E. Duncan

~~I personally known to me~~ - OR - ~~I~~ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Sean Burns  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: AssignmentDocument Date: 05/10/2001 Number of Pages: 2Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Scott E. Duncan

- ☒ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here



21449.00100  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 13, 2001

PTAS

CROSBY, HEAFEY, ROACH & MAY  
MALCOLM B. WITTENBERG  
TWO EMBARCADERO CENTER  
SUITE 2000  
SAN FRANCISCO, CA 94111



\*101737371A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/25/2001

REEL/FRAME: 011842/0930  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

DUNCAN, SCOTT E.

DOC DATE: 05/10/2001

## ASSIGNEE:

DUNCAN, SCOTT E.  
3515 PLANTAIN COURT  
SANTA ROSA, CALIFORNIA 95403

## ASSIGNEE:

HOMAMI, MAX  
2429 E. OLYMPIC BLVD.  
LOS ANGELES, CALIFORNIA 90021

SERIAL NUMBER: 09765758  
PATENT NUMBER:

FILING DATE: 01/19/2001  
ISSUE DATE:

AUG 17 2001

011842/0930 PAGE 2

MARY BENTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS